

Contract # 1741

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AN AGREEMENT BETWEEN  
THE TOWNSHIP OF LOWER  
COUNTY OF CAPE MAY, STATE OF NEW JERSEY  
AND  
THE LOWER TOWNSHIP SUPERVISORS' UNION  
JANUARY 1, 1992 THROUGH DECEMBER 31, 1994



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PREAMBLE

This Agreement, entered into this \_\_\_\_\_ day  
of \_\_\_\_\_, by and between the Township of Lower, in the  
County of Cape May, State of New Jersey, a Municipal Corporation of  
the State of New Jersey, hereinafter called the "Township" and  
the Lower Township Supervisors, hereinafter called the Lower  
Township Supervisors represents the complete and final under-  
standing on all bargainable issues between the Township and the  
Supervisors.



#### ARTICLE 1- RECOGNITION.

The Employer recognizes the Supervisors as the Bargaining Agent for the purpose of establishing salaries, wages, hours and other conditions of employment for all of its employees in the classifications listed in Appendix B, which is part of this Agreement.

#### ARTICLE 11 - CHECK-OFF

A. The Township agrees to deduct from the salaries of its employees, subject to this Agreement, dues for Supervisors Lower Township. Such deductions shall be made in compliance with Chapter 123, Public Laws of 1974, N.J.C.S.A. (R.S.) 52:14-15.9e, as amended, and members shall be eligible to withdraw such authority during July of each year.

B. A check off shall commence for each employee who signs a properly dated authorization card supplied by the Supervisors and verified by the Treasurer of the Council during the month following the filing of such card with the Township.

C. The aggregate deductions from all employees shall be remitted to the Treasurer of the Council together with the list of the names of all employees for whom the deductions were made by the fifteenth (15th) day of the succeeding month after such deductions were made.

ARTICLE II - CHECK OFF, Continued:

D. If during the life of this Agreement, there shall be any change in the rate of membership dues, the Local Supervisors shall furnish the Township written notice thirty (30) days prior to the effective date of such change and shall furnish to the Township an official notification Heading Lower Township Supervisors advising of such changed deduction.

E. The Supervisors will provide the necessary "Check Off" authorization form and the Supervisors will secure the signatures of its members on the forms and deliver the signed forms to the Township Treasurer.

ARTICLE III - Supervisors

A. The Township agrees to deduct the fair share from the earnings of those employees who elect not to become members of the Supervisors and transmit the fee to the majority representative.

B. The deductions shall commence for each employee who elects not to become a member of the Supervisors during the month following written notice from the Supervisors of the amount of the fair share assessment.

C. The fair share fee for services rendered by the Supervisors shall be in an amount equal to the regular membership dues, initiation fees, and assessments of the Supervisors, less the cost of benefits finances through the dues and available only to members of the Supervisors; but in no event shall the fee exceed eighty-five (85%) percent of the regular membership dues, fees, and assessments.



### ARTICLE III - Supervisors, Continued

D. The sum representing the fair share fee shall not reflect the costs of financial support of political causes of candidates, except to the extent that is necessary for the Supervisors to engage in lobbying activity designed to foster its policy goals in collective negotiations and contract administration, and to secure the employees it represents advances in wages, hours, and other conditions of employment which ordinarily cannot be secured through collective negotiations with the Township.

E. The Supervisors shall establish and maintain a procedure whereby any individual paying the agency fee can challenge the assessment as computed by the Supervisors. This appeal procedure shall in no way involve the Township to take any action.

### ARTICLE IV - VACATION

A. Annual vacation shall be granted as follows:

Up to 1st year of working service	1 day per month worked
After 1 year and up to 5 years	13 working days
After 5 years and up to 10 years	16 working days
After 10 years and up to 15 years	20 working days
After 15 years and up to 20 years	25 working days

Vacations shall be scheduled only with the approval of the Manager. The Township reserves the right to refuse vacation requests if administrative pressures so require.

ARTICLE IV -VACATION, Continued:

B. Each employee shall have a vested right to any unused vacation leave which has been earned prior to December 31, 1985 . The employee shall be permitted to either use such accumulated vacation leave or carry it over at the employee's discretion. Any such leave taken by an employee subsequent to January 1, 1986 shall be assessed against the leave the employee was entitled to take in that calendar year.

C. Any vacation leave accruing in any calendar year after 1985 which is unused by an employee within that calendar year may be used within the following calendar year, but it shall not be accumulated thereafter, unless the work load of the Department/Division prevents the employee from taking such leave. If this occurs, the employee shall obtain a letter signed by the Manager and have one placed in his/her personal file authorizing this accumulation of unused vacation leave.

ARTICLE V - HOLIDAYS

A. 1. All Township employees shall be entitled to the following holidays or the day observed as such by the Township:

\* CHRISTMAS

\*THANKSGIVING DAY

DAY AFTER THANKSGIVING

\* FOURTH OF JULY

LINCOLN'S BIRTHDAY

\*PRESIDENT'S DAY (WASHINGTON'S BIRTHDAY)

\*MEMORIAL DAY

\*NEW YEAR'S DAY

\*LABOR DAY

\*COLUMBUS DAY

\*VETERAN'S DAY

ELECTION DAY

GOOD FRIDAY

ARTICLE V - HOLIDAYS, Continued

\* MARTIN LUTHER KING'S BIRTHDAY

\* Denotes Federal Holidays

2. In the event that any Township employee is required to work on one of the above designated holidays, he/she shall be compensated at time and one-half (1½) (plus holiday pay) which may be accumulated and taken at a later date at the employees discretion with the approval of the Manager within that calendar year or receive payment at time and one-half (1½) (plus holiday pay) to be paid as part of their regular salary or may be accumulated and paid in the first pay check in December. In the event that one of the above designated holidays fall on a weekend, the employee shall be granted equal compensatory time off to be scheduled at the discretion of the employee and with the approval of the Manager

In addition to enumerating holidays, all members of this union shall be entitled to five (5) personal leave days, to be requested seventy-two (72) hours prior to the desired time off if possible, except in the case of an emergency.

B. In the event of severe weather conditions and when Township office employees are not required to work, (the day not listed in section A-1), all employees who do work including employees in the Department of Public Works shall be compensated at straight time for each hour worked that the Township Hall is closed for such weather conditions during normal working hours, unless those employees not working take a vacation or personal day. This section only is applicable if employees not working because of the weather are NOT charged for the day off.

C. Any compensatory time, personal time or holiday leave accruing in any calendar year unused by an employee within the calendar year, may be used within the following calendar year but it shall not be accumulated thereafter. However if the work load of the Department/ Division does not permit the employee to take such leaves, the employee is entitled to carry said leave until the next year.



ARTICLE VI - INSURANCE, HEALTH AND WELFARE

- A. The Township shall provide Blue Cross (365 comprehensive plan) Blue Shield, Rider J, Prevailing Fees, Major Medical or equivalent coverage for the employee and his/her family and \$10,000.00 life insurance on the employee's life only, in addition to the insurance covered by the state pension plan. There shall also be a 100% payback of the deductible, once the employee provides evidence that this has been satisfied. This coverage shall also include emergency rider and dependent coverage to age 23.
- B. The Township shall provide the supervisor's union with the same Dental Plan that is provided all other Township employees.
- C. The Township shall provide the Supervisor's union with the same prescription plan provided all other Township employees.
- D. The Township shall provide a \$100.00 medical fund for single employees; \$200.00 medical fund for employees with dependents for the purpose of paying uncovered medical expenses.
- E. The Township shall provide a self-insured vision care plan for the supervisor's union the same as it is providing all other Township employees.
- F. The Township agrees to provide a free legal defense to any employee sued in his/her official capacity for any legal act committed within his/her authority as a Township employee.
- G. Upon regular retirement on a State Pension, with a minimum of ten (10) years of service, the Township shall provide group insurance coverage as listed above for the retiring employee and the employee's spouse until the age of 65.

## ARTICLE VII - LEAVES OF ABSENCE

### A. Military Leave

Military leave shall be granted when an employee is required to undergo two weeks annual training only.

### B. Funeral Leave

An employee shall be entitled to two (2) days off with pay for the purpose of attending the funeral of a family member. The following is a list of those persons who qualify within the term "family member".

Mother	Grandparents
Father	Sister
Spouse	Brother
Children	Step Children
Father-in-Law	Mother-in-Law

"family member" shall also include any relative of the employee or person that has been residing in the employees household. An employee shall be paid for such days off as any of such two days occur during the employee's regularly scheduled work week and he/she would have had work opportunity during such day. If the two (2) days or any of them occur while the employee is otherwise compensated, such as for a paid holiday, or while unable to work because of illness or injury, the employee shall not be paid for such day or days. Under no circumstances shall the provision of this section result in an increase in any employee's normal earnings.

The fore-going list shall include Step-Mother, Step-Father, Step-Sister, Step-Brother, Half-sister, Half-Brother, Aunt or Uncle.

ARTICLE VII - LEAVES OF ABSENCE, Continued:

C. Unpaid Leave of Absence

A leave of absence without pay may be granted at Management's discretion for good cause to any employee for a period of six (6) months. Such leave shall be granted at the sole discretion of the Manager. The leave may be extended for an additional six (6) months at Management's discretion. The term "good cause" shall not include any situation where any employee requests a leave from the department so as to seek employment with any other private or public employer or to become self-employed. No leave of absence shall be given under any circumstances to persons who desire to obtain other means or sources of employment. Any employee who seeks a leave of absence on such pretext may be terminated from his employment by the Township, and seeking a leave of absence under such a pretext shall constitute good cause for the termination of the employees employment. An unpaid leave of absence granted because of illness, disability or pregnancy will not result in cessation of benefits. The employee shall not earn any seniority during the period of such leave however.

ARTICLE VIII - GRIEVANCE PROCEDURE

A. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problem which may arise affecting the terms and conditions of this Agreement and to resolve grievances as soon as possible so as to assure efficiency and promote employees morale. The parties agree that this procedure shall be kept as informal as may be appropriate.

ARTICLE VIII - GRIEVANCE PROCEDURE, Continued:

2. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with his or her immediate supervisor.

B. Definition

1. The term "grievance" as used herein means an appeal by an individual employee or group of employees, from the interpretation, application or violation of this Agreement, Policies and Administrative decisions affecting them.

C. The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, shall be followed in it's entirety unless any step is waived by mutual consent.

STEP ONE: The aggrieved or the Supervisor shall institute action under the provisions hereof within ten (10) working days after the event giving rise to the grievance has occurred or knowledge thereof, and an earnest effort shall be made to settle the differences between aggrieved employee and the Manager for the purpose of resolving the matter informally. Failure to act within said ten (10) working days shall be deemed to constitute an abandonment of the grievance.

STEP TWO: If no agreement can be reached orally within ten (10) workdays of the initial discussion with the Manager, employee or the Supervisor may present the grievance in writing within ten (10) working days thereafter to the Township Council. The Council will answer the grievance in writing within ten (10) working days of receipt of the written grievance.



ARTICLE VIII - GRIEVANCE PROCEDURE, Continued:

STEP THREE: If the grievance is not settled through the intervening steps, either party shall have the right to submit the dispute to Advisory Arbitration. The dispute shall be submitted pursuant to the rules and regulations of the Public Employment Relations Commission. The cost for the services of the Arbitrator shall be borne equally by the Township and the Supervisors. No employee shall be denied his compensation for appearance as a witness in accordance with this Article. Any other expense, including but not limited to the presentation of non-township employee witness, shall be paid by the parties incurring same.

D. Upon prior notice to an authorization of the Township Manager, the designated Supervisor's representative shall be permitted as members of the Grievance Committee to confer with employees and the Township on specific grievances in accordance with the grievance procedure set forth herein during work hours of employees, without loss of pay, provided the conduct of said business does not diminish the effectiveness of the Township or require the recall of off-duty employees.

E. Agents of the Supervisors who are employees of the Township may be permitted to visit the employees during working hours at their work stations for the purpose of discussing Supervisors representation matters, as long as such right is reasonably exercised and provided further that there is no undue interference with the Township work by such agents.

F. The employer and the Supervisors further agree to give reasonable consideration to requests of either party for meeting to discuss grievances pending at any step.



ARTICLE VIII - GRIEVANCE PROCEDURE, Continued:

G. Employees are entitled to Supervisor representation at each and every step of the grievance procedure.

H. If a decision is not rendered within the time limits prescribed for decision at any step in the grievance procedure, then the grievance shall be deemed to have been denied.

ARTICLE IX - SICK LEAVE AND RETIREMENT

A. All employees shall retain all pension rights under New Jersey Law and the Ordinance of the Township of Lower.

B. All permanent employees shall be entitled to sick leave on the basis of twenty (20) days per year. Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness, accident, or exposure to contagious disease. Sick leave may also be utilized for short periods because of death in the employee's immediate family and defined in Civil Service Regulations, (N.J.A.C. 4:1-17.15).

C. 1. For all employees hired prior to January 1, 1986, upon regular retirement, on a civil service pension, an employee will receive a terminal leave benefit based upon the cash value of accumulated unused sick leave to a maximum of 180 days, at the employee's rate of salary at retirement.

2. For all employees hired after January 1, 1986, they shall be entitled, upon regular retirement, on a civil service pension, to compensation for 100 per cent of unused sick leave, up to a maximum of 100 days.

3. Employees with ten (10) years of service resigning in good standing shall receive compensation for 50% of unused sick leave subject to the restrictions of C-1 and C-2 of this Article.

ARTICLE IX - SICK LEAVE AND RETIREMENT, Continued

D. The Township may require an employee who has been absent because of personal illness, as a condition of his return to duty to be examined, at the expense of the Township, by a physician designated by the Township. Such examination shall establish whether the employee is capable of performing his normal duties and that his return will not jeopardize the health of other employees.

E. All permanent employees shall be entitled to accumulate sick leave days from year to year to be used if and when needed for such purpose.

F. Upon regular retirement or resignation in good standing, an employee will receive remuneration for unused vacation time. Resignation in good standing is written notice at least 14 days in advance and will be worked or on approved leave in order to receive unused vacation pay.

ARTICLE X - WORK WEEK OVERTIME

A. The work week for Supervisors is determined by the requirement of the job. It is expected that a normal work week will be 35 hours per week. Due to the nature of a management position, some overtime is expected on a regular basis as part of the normal work week. In special circumstances overtime above and beyond that required for normal operations may be required. If this situation occurs, then the Supervisor must receive approval of the Township Manager. This overtime above and beyond that required for normal operations will be compensated at time and one half the normal rate and is to be taken in the form of comp time or money.

B. The regular scheduled work week for employees in the Department of Public Works shall consist of five (5) eight (8) hour consecutive days, Monday through Friday, inclusive.

ARTICLE X - WORK WEEK OVERTIME, Continued:

C. Employees in the Department of Public Works shall be entitled to overtime pay at the rate of time and one-half (1½) after forty (40) hours.

D. Overtime can be accumulated and taken as compensatory time if the employee so desires or overtime may be accumulated (computed at time and one half) and may be paid with the first paycheck in December or paid in the pay period earned, as the employee desires.

E. The overtime rate of time and one-half shall be computed to the nearest quarter hour.

COURT PERSONNEL

1. The work week for the Court Personnel shall not be less than thirty-five (35) hours per week, exclusive of lunch. Additional time worked shall be compensated at time and one-half (1½) and paid as part of their regular salary or accumulated and taken at a later date or paid in the first paycheck of December.

ARTICLE XI - WAGES

A. All members of the Supervisors' Union covered by this contract shall receive the salaries as listed in attached Schedule A for the years indicated:

B. The title "Recreation Supervisor" has not been filled and was not listed on Schedule A, herein attached. The salary for this position is \$16,000.00 as listed in the contract for January 1, 1990 to December 31, 1991.

C. All members of the Supervisors' Union can negotiate on an individual basis or a Merit Raise system with the Township Manager and approval of Township Council.

D. All new hires shall receive the salary listed for the title for which they have been hired in the year of hire.

Example: A vacancy occurs in a title in 1993 earning a salary of \$30,000.00; the new hire for that title can receive no more than the \$30,000.00 salary listed for that title for that year.



## ARTICLE XI - WAGES - SCHEDULE A

TITLES	1991 Salary	11-1-91 Salary	1-1-92 Salary	11-1-92 Salary	1-1-93 Salary	1-1-94 Salary
Supt of Public Works	36,400.00	37,400.00	39,083.00	40,083.00	41,886.74	42,886.74
Asst Supt of Public Works	32,000.00	32,000.00	33,440.00	33,440.00	34,944.80	35,944.80
Director of Planning	35,900.00	36,900.00	38,560.50	39,560.50	41,340.72	42,340.72
	<del>40,000.00</del>	<del>40,000.00</del>	<del>40,000.00</del>	<del>41,800.00</del>	<del>43,681.00</del>	<del>44,681.00</del>
Township Tax Assessor	<del>40,200.00</del>	<del>40,200.00</del>	<del>40,200.00</del>	<del>42,009.00</del>	<del>43,099.41</del>	<del>44,099.41</del>
						289
Construction Official	32,100.00	33,100.00	34,589.50	35,589.50	37,191.03	38,191.03
Township Tax Collector	37,400.00	38,400.00	40,128.00	41,128.00	42,978.76	43,978.76
Township CFO/Treasurer	38,100.00	<del>40,100.00</del>	<del>41,904.50</del>	<del>42,113.50</del>	<del>44,835.20</del>	<del>45,835.20</del>
						289
Director of Parks and Rec.	33,200.00	34,200.00	35,739.00	36,739.00	38,392.26	39,392.26
Court Administrator	27,950.00	28,950.00	30,252.75	31,252.75	32,659.12	33,659.12
Deputy Court Clerk	17,900.00	17,900.00	18,705.50	18,705.50	19,547.25	20,547.25
Deputy Court Clerk	17,900.00	17,900.00	18,705.50	18,705.50	19,547.25	20,547.25
Supervisor of Garage Ser.	29,722.80	29,722.80	31,060.33	31,060.33	32,458.04	33,458.04
Super. of Sanit. (Recycle)	<del>24,856.00</del>	<del>24,856.00</del>	<del>25,974.52</del>	<del>25,974.52</del>	<del>27,143.37</del>	<del>28,143.37</del>
						289
TOTALS	402,900.80	411,100.80	427,791.34	436,600.34	456,237.37	469,247.37
COST OF RAISES						
1-1-92 raise 4½% on 11-1-91 salary						
1-1-93 raise 4½% on 11-1-92 salary						
1-1-94 raise straight \$1,000.00						
+actual cash						
*actual increase is \$8,809.00 however cash pay out is 5/26ths of that amount (5 pays left in year)						



ARTICLE XI-WAGES-SCHEDULE A (AS OF 7-1-92)

<u>TITLES</u>	<u>7-1-92 Salary</u>	<u>11-1-92 Salary</u>	<u>1-1-93 Salary</u>	<u>1-1-94 Salary</u>
Supt of Public Works	39,083.00	40,083.00	41,886.74	42,886.74
Asst Sup of Public Works	33,737.60	33,737.60	35,255.79	36,255.79
Director of Planning	38,560.00	39,560.00	41,340.72	42,340.72
Township Tax Assessor	40,000.00	41,800.00	43,681.00	44,681.00
Construction Official	34,589.50	35,589.50	37,191.03	38,191.03
Township Tax Collector	40,128.00	41,128.00	42,978.76	43,978.76
Township CFO/Treasurer	41,904.50	42,904.50	44,835.20	45,835.20
Director of Parks (rec)	35,739.00	36,739.00	38,392.26	39,392.26
Court Administrator	35,739.00	36,739.00	38,392.26	39,392.26
Deputy Court Administrator	18,705.50	18,705.50	19,547.25	20,547.25 (two persons)
Supervisor of Garage Service	33,654.50	33,654.50	35,168.95	36,168.95
Supervisor of Sanitation	28,579.20	28,579.20	29,865.26	30,865.26

Above reflects changes made in January 92 (Asst Supt of Public Works, Supervisor of Garage Services, and Supervisor of Sanitation (recycle)) and effective July 1, 1992 (Court Administrator).





#### ARTICLE XII - LONGEVITY

A. Longevity - Employees shall receive longevity pay in accordance with their years of service after the Resolution is passed by the Township Committee for the employee's position, as follows:

2% of base pay after	5 years of service	\$ 600 maximum
4% of base pay after	10 years of service	1200 maximum
6% of base pay after	15 years of service	1800 maximum
8% of base pay after	20 years of service	2400 maximum
10% of base pay after	25 years of service	3000 maximum

No employee shall receive less longevity pay than he or she received in 1987.

#### ARTICLE XIII - CALL IN TIME

1. If an employee is called to duty on his/her time off, he/she shall receive payment at the rate of time and one-half and be guaranteed two hours minimum work, provided the Township may require an employee to work the minimum period.
2. Court employees will receive 10 minutes of call in time if they are called to do court business on their days or evenings off.

#### ARTICLE XIV - UNIFORMS

A. Employees of the Department of Public Works shall be entitled to a complement of three (3) sets of uniforms paid for by the Township. All employees shall be entitled to the replacement of any worn-out uniform upon presentation to their Department Head so that their complement of three (3) uniforms shall remain intact.

ARTICLE XIV - UNIFORMS, Cont.

B. All employees in the Department of Public Works shall be entitled to a shoe allowance of \$75.00 per year. Upon presentation of a voucher and receipt for the shoes to the Township Treasurer, they shall be reimbursed for the purchase of any work shoes up to a limit of \$75.00 per year.

C. All employees in the Department of Public Works shall receive adequate foul weather clothing and replacements upon presentment of worn-out foul weather clothing.

D. Employees of the Department of Public Works shall receive one (1) winter jacket each year upon presentment of a worn-out jacket.

ARTICLE XV - WORKER'S COMPENSATION

A. When an employee sustains a job related injury, he/she is to receive his/her full salary from the Township. He/She agrees to endorse over to the Township all monies reimbursed to him/her by Worker's Compensation.

ARTICLE XVI - GENERAL PROVISIONS

A. The Supervisors shall have the use of the employee bulletin board for the posting of notices relating to meetings and official business of the Supervisors.

B. It is agreed that representatives of the employer and the Supervisors will meet from time to time upon request of either party to discuss items of general interest or concern which are not necessarily a grievance as such. Such meetings shall be initiated by written request of either party, and a precise agenda shall be established.

ARTICLE XVI - GENERAL PROVISIONS, Cont.

C. Employees who are covered by this Agreement shall perform duties and responsibilities outlined in the New Jersey Department of Civil Service job specifications for their positions and by the Lower Township Administrative Code.

D. The Township shall be responsible for printing this Agreement within twenty (20) days of its having being signed by the Parties.

ARTICLE XVII - SUPERVISOR'S BUSINESS

A. Whenever any employee of the Township who is a representative of the Supervisors is mutually scheduled to participate during working hours in negotiations, grievance proceedings, conferences or meetings, he/she shall suffer no loss in regular pay or be charged for sick leave or vacation leave.

ARTICLE XVIII - EQUAL TREATMENT

A. The Township and the Supervisors agree that there shall be no discrimination or favoritism shown for reasons of sex, age, race, nationality, religion, marital status, political affiliation, Supervisors Membership or Supervisors Activities.

B. The Township may establish reasonable and necessary rules of work and conduct for employees. Such rules will be equitably applied and enforced.

C. Ten (10) working days prior to the implementation of any new rules of work and conduct for employees established by the Township pursuant to Section B above, the Township agrees to post such rules.

ARTICLE XIX - SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be effected thereby and shall continue in full force and effect.

ARTICLE XX - TERM AND RENEWAL

This agreement shall be in full force and effect as of January 1, 1992 and shall remain in effect to and including December 31, 1994. This agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice, in writing, at least thirty (30) days to change, modify or terminate this agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seal at Township of Lower, New Jersey this 30<sup>th</sup> day of October, 1991.

FOR THE TOWNSHIP OF LOWER,  
COUNTY OF CAPE MAY, STATE  
OF NEW JERSEY

Robert F. Conroe, Jr.  
ROBERT F. CONROE, JR., MAYOR

WITNESSED:

THE LOWER TOWNSHIP  
SUPERVISOR'S UNION

Freeman S. Douglass  
FREEMAN S. DOUGLASS

WITNESSED: